REMARKS:

Claims 1-11 are presented for examination, with claims 1, 5 and 9 having been amended hereby .

Reconsideration is respectfully requested of the rejection of claims 1-3, 5-8 and 10 under 35 U.S.C. 103(a) as allegedly being unpatentable over New developments in non-qualified deferred compensation, hereinafter "Shultz et al." in view of U.S. Patent Publication 2002/0013751, hereinafter "Facciani et al.".

It is respectfully submitted that applicant does not concur with the Examiner in regard to the Examiner's analysis of the claims and the Shultz et al. and Facciani et al. references.

For example, it is noted that claim 1 (the sole pending independent claim) had recited (even before amendment hereby) the following:

- "determining whether a credit event associated with a fixed income security issued by the party sponsoring the deferred compensation plan has occurred" (emphasis added)

In addition, it is noted that claim 1 has been amended hereby to even more clearly recite this feature of the credit event being associated with the fixed income security being issued by the party sponsoring the deferred compensation plan as follows:

- "obligating the protection provider to make a protection payment to the participant after the credit event associated with the fixed income security issued by the party sponsoring the deferred compensation plan occurred ..." (emphasis added)

As seen from the above, claim 1 (the sole pending independent claim) recites that the credit event is associated with a fixed income security issued by the party sponsoring the deferred compensation plan and that the protection payment is made to the participant after the credit event associated with the fixed income security issued by the party sponsoring the deferred compensation plan occurred.

It appears from the Examiner's comments at page 2 of the October 31, 2007 Office

Action that this aspect of the claimed invention (i.e., wherein the credit event is associated with a fixed income security issued by the party sponsoring the deferred compensation plan) has not been given proper weight.

More particularly, the Examiner states on page 2 of the October 31, 2007 Office Action that Shultz et al. allegedly teaches "determining whether a credit event associated with a fixed income security issued by the party sponsoring the deferred compensation plan has occurred (see first paragraph on page 4, and the paragraphs under 'Policy Terms and Features' on page 4); Shultz teaches benefit is paid only if the insurable event occurs, which suggests that there is a step of determining whether a credit event associated with a fixed income security issued by the party sponsoring the deferred compensation plan has occurred".

Even assuming for the moment, however, that Shultz et al. does show that a benefit is paid only if the insurable event occurs, as best understood this reference does not disclose that the credit event is associated with a fixed income security issued by the party sponsoring the deferred compensation plan).

If the Examiner is still of the opinion that Shultz et al. discloses a credit event associated with a fixed income security issued by the party sponsoring the deferred compensation plan, it is respectfully submitted that the Examiner indicate where, specifically, such disclosure may be found.

Moreover, it is respectfully submitted, of course, that even if Facciani et al. were combined with Shultz et al. as suggested by the Examiner (in an effort to cure the Examiner's acknowledged deficiency of Shultz et al. to teach that the method is implemented by a programmed computer system as well as using the computer to store data relating to the protection agreement between the protection provider and the participant in the deferred compensation plan, wherein the stored data includes a value of the deferred compensation arising from the participant's election to defer at least a portion of participant's compensation), the currently claimed credit event (i.e., wherein the credit event is associated with a fixed income security issued by the party sponsoring the deferred compensation plan) would still not be taught, shown or suggested by the hypothetical Shultz et al./ Facciani et al. combination.

This is because, as best understood, neither Shultz et al. nor Facciani et al. teach, show or suggest that a credit event triggering a protection provider to make a protection payment to a participant in a deferred compensation plan is associated with a fixed income

security issued by a party sponsoring the deferred compensation plan.

Therefore, it is respectfully submitted that the rejection of claims 1-3, 5-8 and 10 under 35 U.S.C. 103(a) as allegedly being unpatentable over Shultz et al. in view of Facciani et al. has been overcome.

Reconsideration is respectfully requested of the rejection of claim 9 under 35 U.S.C. 103(a) as allegedly being unpatentable over Shultz et al. in view of Facciani et al. and further in view of U.S. Patent Publication 2003/0041019, hereinafter "Vagim et al.".

Initially, it is noted that applicant does not necessarily concur with the Examiner with regard to the pending claims and the Shultz et al., Facciani et al. and Vagim et al. references.

Nevertheless, in order to expedite prosecution of the application, it will simply be noted here that claim 9 depends from independent claim 1 discussed above.

Thus, while this claim may recite its own patentably distinct features, it will simply be submitted here that claim 9 is patentable distinct for at least the same reasons as the independent claim from which it depends.

Therefore, it is respectfully submitted that the rejection of claim 9 under 35 U.S.C. 103(a) as allegedly being unpatentable over Shultz et al. in view of Facciani et al. and further in view of Vagim et al. has been overcome.

Reconsideration is respectfully requested of the rejection of claims 4 and 11 under 35 U.S.C. 103(a) as allegedly being unpatentable over Shultz et al. in view of Facciani et al. and further in view of Official Notice.

Initially, it is noted that applicant does not necessarily concur with the Examiner with regard to the pending claims, the Shultz et al. , Facciani et al. references and the Official Notice.

Nevertheless, in order to expedite prosecution of the application, it will simply be noted here that each of claims 4 and 11 depends (directly or indirectly) from independent claim 1 discussed above.

Thus, while these claims may recite their own patentably distinct features, it will simply be submitted here that each of claims 4 and 11 is patentable distinct for at least the same reasons as the independent claim from which it depends.

Therefore, it is respectfully submitted that the rejection of claims 4 and 11 under 35 U.S.C. 103(a) as allegedly being unpatentable over Shultz et al. in view of Facciani et al. and further in view of Official Notice has been overcome.

Finally, it is noted that this Amendment is fully supported by the originally filed application and thus, no new matter has been added. For this reason, the Amendment should be entered.

For example, support for the amendment to claim 1 regarding default protection being associated with the protection agreement between the protection provider and the participant in the deferred compensation plan may be found in claim 1, as filed; and at page 4, lines 4-6.

Further, support for the amendment to claim 1 regarding the default protection being on an unsecured general obligation of the party sponsoring the deferred compensation plan arising from the participant's election to defer at least a portion of the participant's compensation may be found, for example, in claim 1, as filed; and at page 4, lines 7-10.

Further still, support for the amendment to claim 1 regarding carrying out various steps on a computer may be found, for example, in claim 1, as filed; at page 21, line 25 to page 22, line 9.

Favorable reconsideration is earnestly solicited.

Respectfully submitted,
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